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IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

FILED IN OFFICE
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

2011 FEB 17 PM 4:35

TOM LAWLER, CLERK

GLOBAL COMMERCE BANK,

Plaintiff,

v.

FIRST ONE GROUP, LLC;
JERRY C. KIM; JOE P. KIM; AND
And JIMMY JONG IK HWANG,

Defendants.

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CIVIL ACTION
FILE NO.: 10-A-11431-1

DEFENDANT JERRY C. KIM'S AMENDED ANSWER TO PLAINTIFF'S
COMPLAINT AND AMENDED CROSS CLAIM AGAINST
DEFENDANT FIRST ONE GROUP, LLC

ANSWER

NOW COMES Defendant, JERRY KIM and amends his Answer to Plaintiff GLOBAL COMMERCE BANK'S ("Plaintiff's" or "Bank's") Complaint and Cross Claim against Defendant First One Group, LLC by naming it as "Defendant Jerry C. Kim's Amended Answer to Plaintiff's Complaint on Promissory Notes and Unconditional Continuing Guaranties and Amended Cross Claim Against Defendant First One Group, LLC", and shows the Court as follows:

FIRST DEFENSE

Plaintiff's complaint fails to state a claim against the Defendant upon which relief can be granted.

SECOND DEFENSE

Defendant answers the allegations in Plaintiff's Complaint as follows:

1. As to the allegations in Paragraph 1 of Plaintiff's Complaint, Defendant admits Defendant First One Group, LLC is a limited liability company authorized to do business in the State of Georgia and is subject to the jurisdiction of this Court but does not have sufficient information to form a belief with regard to the remaining allegations in Paragraph 1 of Plaintiff's Complaint.
2. Defendant admits Paragraph 2 of Plaintiff's Complaint.
3. Defendant admits Paragraph 3 of Plaintiff's Complaint.
4. Defendant is without sufficient information to form a belief with regard to the truth of the averments in Paragraph 4 of Plaintiff's Complaint.
5. Defendant is without sufficient information to form a belief with regard to the truth of the averments in Paragraph 5 of Plaintiff's Complaint
6. Defendant admits Paragraph 6 of Plaintiff's Complaint
7. Defendant admits Paragraph 7 of Plaintiff's Complaint
8. Defendant is without sufficient information to form a belief with regard to the truth of the averments in Paragraph 8 of Plaintiff's Complaint except that Defendant admits he signed commercial debt modification agreements ("modifications") dated December 3, 2008; June 30, 2009; and January 21, 2010. Defendant does not know who signed the modification dated April 22, 2010.
9. Defendant is without sufficient information to form a belief with regard to the truth of the averments in Paragraph 9 of Plaintiff's Complaint
10. Defendant denies Paragraph 10 of Plaintiff's Complaint.

11. Defendant admits Paragraph 11 of Plaintiff's Complaint.

12. Defendant admits Paragraph 12 of Plaintiff's Complaint.

13. As to the allegations in Paragraph 13 of Plaintiff's Complaint, Defendant admits that on December 3, 2008, on June 30, 2009 and on January 21, 2010 Defendant First One and Plaintiff entered into Commercial Debt Modification Agreements, whereby Plaintiff agreed to accept a deferred payment amount on Note 2, effective through June 30, 2010, but Defendant is without sufficient information knowledge to form a belief as to whether Defendant First One and Plaintiff entered into a Commercial Debt Modification Agreement on April 22, 2010.

14. Defendant is without sufficient information to form a belief with regards to the truth of the averments contained in Paragraph 14 of Plaintiff's Complaint.

15. Defendant admits Paragraph 15 of Plaintiff's Complaint.

16. Exhibit "I", speaks for itself and all other allegations in Paragraph 16 are otherwise denied by Defendant.

17. The Promissory Notes and Guarantees speak for themselves and all other allegations in Paragraph 17 are otherwise denied.

THIRD DEFENSE

Plaintiff Bank has waived its right to collect against this Defendant on the two notes which he guaranteed by increasing his risk by failing to foreclose on the security deeds securing the notes which he had guaranteed on behalf of First One Group, LLC.

FOURTH DEFENSE

Plaintiff Bank has waived its right to recover against this Defendant on liabilities accruing after February 2010 when he notified Plaintiff this Defendant was leaving his

management position with the LLC and would not be responsible for future debts incurred by Defendant First One Group, LLC after that date.

CROSS CLAIM AGAINST DEFENDANT FIRST ONE GROUP, LLC

NOW COMES the Defendant Jerry C. Kim and files this his Cross Claim against the Defendant, First One Group, LLC and shows the Court as follows:

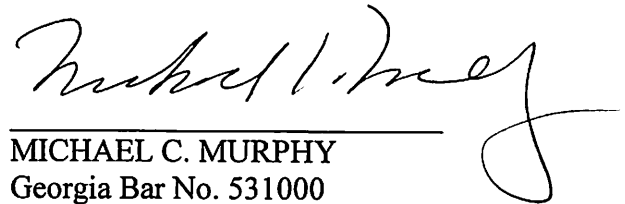
1. Plaintiff in Cross Claim, Jerry Kim, served as the Managing Member of First One Group, LLC until February 2010.
2. While Managing Member, Mr. Kim signed guarantees in favor of First One Group for the two promissory notes, which are Exhibits "A" and "E" to Plaintiff's Complaint in this case.
3. Plaintiff Bank alleges First One Group, LLC has not made payments called for under the two notes and the bank has accelerated the notes and demanded full payment from Mr. Kim in his capacity as the guarantor of the notes.
4. Insofar as the Court may determine that Mr. Kim is liable for payments to the bank based on his guarantees in favor of First One Group, LLC, that Company is obligated to indemnify him for his expenses of defense and for any judgment he is found to be owing to Plaintiff Bank.
5. This Defendant is being sued for guaranteeing notes payable by First One Group, LLC, and he gave his personal guarantee on behalf of the company acting as a member and managing member of the Company. He is entitled to indemnification for any judgment entered against him in this case and payment of any reasonable expenses he incurs in defending the case under Sections 12.4 and 12.5 of the Company's Operating Agreement.

WHEREFORE, Defendant prays:

1. That Plaintiff's Complaint against Defendant Jerry C. Kim be dismissed with prejudice;
2. that this Defendant demands a trial by jury;
3. that the Court enter a judgment against Defendant First One Group in favor of Defendant Jerry Kim for any amounts found owing by Jerry Kim to Plaintiff Bank;
4. that Defendant Jerry Kim be awarded a judgment for his attorneys' fees and expenses in this action against the Defendant First One Group, LLC; and,
5. that Defendant Jerry Kim have such other and further relief as the Court deems just and proper.

This 17th day of February, 2011.

Respectfully Submitted,



MICHAEL C. MURPHY
Georgia Bar No. 531000
Attorney for Defendant,
Jerry C. Kim

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CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the within and foregoing
DEFENDANT JERRY C. KIM'S AMENDED ANSWER TO PLAINTIFF'S
COMPLAINT AND AMENDED CROSS CLAIM AGAINST DEFENDANT FIRST ONE
GROUP, LLC upon Plaintiff by and through its attorney of record in this case by depositing a
copy of same in the United States mail with proper postage affixed thereto addressed as follows:

GLOBAL COMMERCE BANK
c/o Andrea Cantrell Jones, Esq.
Dillard & Galloway, LLC
3500 Lenox Road, N.E., Ste. 760
Atlanta, GA 30326

This 17th day of February 2011.

Respectfully Submitted,



MICHAEL C. MURPHY
Georgia Bar No. 531000
Attorney for Defendant,
Jerry C. Kim

Murphy & Marshall, LLP
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